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UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

U.S. COMMODITY FUTURES  
TRADING COMMISSION,

Plaintiff(s)

Case No: 09-cv-3332 MJD/FLN

v.

TREVOR COOK d/b/a CROWN  
FOREX, LLC, PATRICK KILEY d/b/a  
CROWN FOREX, LLC, UNIVERSAL  
BROKERAGE FX and UNIVERSAL  
BROKERAGE FX DIVERSIFIED, OXFORD  
GLOBAL PARTNERS, LLC, OXFORD  
GLOBAL ADVISORS, LLC, UNIVERAL  
BROKERAGE FX ADVISORS, LLC f/k/a  
UBS DIVERSIFIED FX ADVISORS, LLC,  
UNIVERSAL BROKERAGE FX  
GROWTH, L.P. f/k/a UBS DIVERSIFIED FX  
GROWTH L.P., UNIVERSAL BROKERAGE  
FX MANAGEMENT, LLC f/k/a UBS  
DIVERSIFIED FX MANAGEMENT, LLC  
and UBS DIVERSIFIED GROWTH, LLC,

Defendant(s)

R.J. ZAYED,

Receiver.

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UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

UNITED STATES SECURITIES  
AND EXCHANGE COMMISSION,

Case No: 09-cv-3333 MJD/FLN

Plaintiff(s)

v.

TREVOR G. COOK,  
PATRICK J. KILEY,  
UBS DIVERSIFIED GROWTH, LLC,  
UNIVERSAL BROKERAGE FX  
MANAGEMENT, LLC,  
OXFORD GLOBAL ADVISORS, LLC,  
and OXFORD GLOBAL PARTNERS, LLC,

Defendants

and

BASEL GROUP, LLC,  
CROWN FOREX, LLC,  
MARKET SHOT, LLC,  
PFG COIN AND BULLION,  
OXFORD DEVELOPERS, S.A.,  
OXFORD FX GROWTH, L.P.,  
OXFORD GLOBAL MANAGED  
FUTURES FUND, L.P., UBS DIVERSIFIED  
FX ADVISORS, LLC, UBS DIVERSIFIED  
FX GROWTH, L.P., UBS DIVERSIFIED  
FX MANAGEMENT, LLC, CLIFFORD  
BERG, and ELLEN BERG,

Relief Defendants.

R.J. ZAYED,

Receiver.

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**DECLARATION OF BRIAN HAYES IN SUPPORT OF RECEIVER'S  
MOTION TO CONFIRM SALE OF SOUTH HAVEN PROPERTY**

I, Brian Hayes, hereby declare:

1. I am an attorney, along with R.J. Zayed, Receiver, in the firm of Carlson, Caspers, Vandenburg and Lindquist ("CCVL"); I am a designee for the Receiver. I submit this declaration in support of the Receiver's motion to confirm the sale of the South Haven property.

2. This declaration is submitted on my personal knowledge except as otherwise indicated.

3. On November 23, 2009, the Court entered an Order appointing R.J. Zayed as Receiver in this matter for (1) the estates of Defendants Trevor G. Cook, Patrick J. Kiley; (2) Defendants UBS Diversified Growth LLC, Universal Brokerage FX Management, LLC, Oxford Global Advisors, LLC, Oxford Global Partners, LLC; (3) Relief Defendants Basel Group, LLC, Crown Forex, LLC, Market Shot, LLC, PFG Coin and Bullion, Oxford Developers, S.A., Oxford FX Growth, L.P., Oxford Global Managed Futures Fund, UBS Diversified FX Advisors, LLC, UBS Diversified FX Growth L.P., and UBS Diversified FX Management LLC; (4) all funds, accounts, and other assets held by or for Relief Defendants Clifford Berg and Ellen Berg, which were received, directly or indirectly, from the Defendants or were acquired with funds or other assets received, directly or indirectly, from the Defendants; and (5) every other corporation, partnership, trust and/or other entity (regardless of form) which is directly or indirectly owned by or under the direct or indirect control of Cook and Kiley (collectively the "Receiver

Estates”). *Order Appointing Receiver*, SEC Docket No. 13, at 4 (Nov. 23, 2009); *see also Amended Order Appointing Receiver*, SEC Docket No. 18, at 4 (Nov. 24, 2009); *Second Amended Order Appointing Receiver*, SEC Docket No. 68 (Dec. 11, 2009).

4. R.J. Zayed also has been appointed Receiver in the case of *CFTC v. Cook*, No. 09-cv-3332 MJD/FLN (D. Minn. Nov. 23, 2009). *Ex Parte Statutory Restraining Order*, CFTC Docket No. 21, at 7; *see also Order Continuing Appointment of Temporary Receiver*, CFTC Docket No. 96 (Dec. 11, 2009).

5. The real estate property of 5463 Brookfield Road, South Haven, Minnesota 55382, legally described as SECTION 05, TOWNSHIP 121, RANGE 028, SUBDIVISION NAME CLEARWATER SPRINGS, LOT 002, BLOCK 001, SUBDIVISION CD 09005 (hereafter “South Haven property”) formerly was owned by Grant Grzybowski. After Mr. Grzybowski failed to make payments on his debt to the Receiver, he transferred title to the Receiver in May of 2011 as per the terms of the parties’ Settlement Agreement. Attached as **Exhibit A** is a true and correct copy of the recorded quit claim deed conveying the South Haven property to the Receiver.

6. Accordingly, the South Haven property is part of the Receivership and subject to the Court’s Asset Freeze and Receivership Orders. *See Order Appointing Receiver*, SEC Docket No. 13; *Order Imposing Asset Freeze*, SEC Docket No. 14 (Nov. 23, 2009); *see also Memorandum in Support of the Receiver’s Motion to Enforce the Receiver’s Settlement Agreement with Grant Grzybowski*, SEC Docket No. 763 (Apr. 22, 2011).

7. The attached motion respectfully requests that the Court authorize the Receiver to confirm the sale of the South Haven property pursuant to 28 U.S.C. § 2001(b). The Receiver believes that the sale of the South Haven property would further the objectives of the Receivership. *See Amended Order Appointing Receiver*, SEC Docket No. 18, at 3.

8. The Receiver obtained three appraisal reports for the property in May and July of 2011, as required by 28 U.S.C. § 2001(b). Attached as **Exhibit B** are true and correct copies of the three appraisal reports.

9. On June 17, 2011, the Receiver, as requested by the Court, also invited three real estate agents to give a presentation to the Court on a) their qualifications, b) why they think they are the best candidate to serve as the real estate agent for the property in question, and c) their price quote. Following that hearing, the Court then appointed Marci Segner and Pat Hill of Re/Max as realtors to sell the South Haven property at a six-percent (6%) commission, and the Receiver proceeded with a private sale of the property under 28 U.S.C. § 2001(b). *See Order*, SEC Docket No. 842 & CFTC Docket No. 807 (Jun. 23, 2011).

10. On July 25, 2011, the Receiver reached an agreement to sell the South Haven property for \$286,000.00. The offer is for at least twenty percent cash including the earnest money, with the balance of the purchase price from financing secured against the property. The agreement is for closing on or before September 15, 2011. On August 4, 2011, the Receiver and the buyers, Sean and Anne Loughrey, finalized and executed a

purchase agreement and addendums to the purchase agreement concerning the sale of the property. Attached hereto as **Exhibit C** are true and correct copies of the executed purchase agreement and addendums.

11. The offer amount of \$286,000.00 is higher than two-thirds of the average appraised value of the property ( $\frac{2}{3}$  of \$280,333.00 is \$186,888.67), the minimum amount required by 28 U.S.C. § 2001(b).

12. The Receiver has complied with 28 U.S.C. § 2001(b) by publishing notice of sale of the South Haven property in the Minneapolis Star Tribune and the St. Cloud Times newspapers at least ten days before the hearing date of September 6, 2011. The St. Cloud Times and the Minneapolis Star Tribune also have published the notice on their respective websites at no additional cost to the Receiver. Attached hereto as **Exhibit D** is a true and correct copy of the proof for said notice.

13. At the time of filing, no qualifying offer for the South Haven property has been made. A qualifying offer is defined in 28 U.S.C. § 2001(b) as a bona fide offer of at least ten percent over the purchase price, in this case a *bona fide* offer for at least \$314,600.00. Should this change after filing, the Receiver will alert the Court prior to the hearing.

14. As indicated by the facts in paragraphs 8-13, supra, it is my opinion that the proposed sale of the South Haven property fully complies with the requirements of 28 U.S.C. § 2001(b), which reads as follows:

Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 18, 2011

s/ Brian Hayes

Brian Hayes